

EROIGSA-11-0007  
INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS  
AND  
YORK COUNTY

This Intergovernmental Service Agreement (“Agreement”) is entered into between United States Department of Homeland Security Immigration and Customs Enforcement (“**ICE**”), and York County Prison, (“**Service Provider**”) for the detention and care of aliens (“**detainees**”). The term “Parties” is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

The Service Provider shall provide detention services for detainees at the following institution(s):

**County of York  
1 West Market way  
York, PA 17401**

The following documents constitute the complete agreement:

Intergovernmental Service Agreement (IGSA)  
Attachment 1 - Performance Outcomes, 2008 Performance-Based National Detention Standards (PBNDS)  
Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts  
Attachment 3 - Wage Determination Number: 2011-0134 Rev 1, Dated 08/25/2011

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of York County Prison and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:

U.S. Immigration and Customs Enforcement

ACCEPTED:

York County Prison

Mat (b)(6),(b)(7)(C)  
Con

Sign

Date:

29 SEPT. 2011

(b)(6),(b)(7)(C)

Signature:

Date:

9/28/11



## **Intergovernmental Service Agreement (IGSA)**

### **Table of Contents**

<b>Article</b>	<b>Title</b>	<b>Page</b>
1.	Purpose	1
2.	General	1
3.	Covered Services	2
4.	Receiving and Discharging Detainees	4
5.	ICE Performance-Based National Detention Standards and Other Applicable Standards	5
6.	Medical Services	5
7.	No Employment of Unauthorized Aliens	9
8.	Employment Screening Requirements	9
9.	Period of Performance	14
10.	Inspections, Audits, Surveys, and Tours	14
11.	Modifications and Disputes	15
12.	Adjusting the Bed Day Rate	16
13.	Enrollment, Invoicing, and Payment	16
14.	ICE Furnished Property	18
15.	Hold Harmless Provisions	18
16.	Financial Records	19
17.	Transportation	19
18.	Contracting Officer's Technical Representative (COTR)	24
19.	Labor Standards and Wage Determination	24
20.	Notification and Public Disclosures	24
21.	Incident Reporting	24
22.	Detainee Privacy	25
23.	Zero Tolerance for Sexual Harassment, Abuse, and Assault	25
24.	Detainee Telephone Services (DTS)	26

## Article 1. Purpose

- A. Purpose: The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Detainees.” This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.
- C. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate for 950 detainees. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate	\$ (b)(7)(E) per detainee
*Escort Services at Regular Rate	\$ (b)(7)(E) per hour
*Escort Services at Overtime Rate	\$ (b)(7)(E) per hour
*Stationary Guard at Regular Rate	\$ (b)(7)(E) per hour
*Stationary Guard at Overtime Rate	\$ (b)(7)(E) per hour
*Transportation Mileage rate	In accordance with the most current GSA reimbursable mileage rate
Detainee Work Program Reimbursement	\$ (b)(7)(E) per day

*\* See Article 17*

## Article 2. General

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, the Facility meets ICE requirements, and is in compliance with ICE 2008 Performance-Based National Detention Standards (PBNDS).
- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obligated. Performance under this Agreement is not

authorized until the Contracting Officer issues an order in writing. The effective date of the services will be negotiated and specified in a Task Order to this Agreement.

- C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer if it intends to house ICE detainees in a facility other than York County Prison. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.
- D. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

### **Article 3. Covered Services**

- A. Bedspace: The Service Provider shall provide 900 male and 50 female beds on a space available basis, with minimum availability of 950 beds. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.

If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COTR or designated ICE official. ICE will remove the juvenile within seventy-two (72) hours.

- C. Unit of Service and Financial Liability: The unit of service is called a "Bed Day" and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service



Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:

- 1) Salaries of elected officials
- 2) Salaries of employees not directly engaged in the housing and detention of detainees
- 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
- 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
- 5) Operating costs of facilities not utilized by Federal detainees
- 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
- 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
- 8) Contingencies

- D. Interpretive/Translation Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. Upon request, ICE will assist the Service Provider in obtaining translation services through a toll free line. The Service Provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.
- E. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at (b)(7)(E) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities.
- F. No ICE Liability for Failure to Meet Minimum Guarantee: ICE will not be liable for any failure to meet the minimum or population guarantee if such failure results directly from an occurrence that impairs the ability of ICE to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision becomes effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

#### **Article 4. Receiving and Discharging Detainees**

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification will constitute “proper identification.” The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees shall not be released from the Facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COTR or designated ICE official immediately regarding any such requests.
- D. Safe Release: The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee.

Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility.

As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.



- E. Service Provider Right of Refusal. The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification and agreed to by the COTR. Examples of such justification are: any detainee exhibiting violent or disruptive behavior, or any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- F. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COTR or designated ICE official within two (2) hours of evacuation.

## **Article 5. ICE Performance-Based National Detention Standards and Other Applicable Standards**

The parties to this IGSA agree to enter into negotiations if and when the ICE Detention Standards are updated. This Agreement will be modified in writing upon mutual agreement.

The Service Provider shall house detainees and perform related detention services in accordance with the 2008 edition of ICE Performance Based National Detention Standards (PBNDS). The complete set of standards applicable to this procurement is available from the following website: <http://www.ice.gov/partners/dro/PBNDS/index.htm> and are incorporated herein. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the ICE PBNDS.

The Facility's operation shall reflect the PBNDS Expected Outcomes as summarized and outlined at length in Attachment 1, Performance Outcomes, 2008 Performance-Based National Detention Standards (PBNDS). Where minimum requirements are expressed, innovation is encouraged to further the goals of detention reform.

The Service provider shall also comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE Policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards will prevail.

## **Article 6. Medical Services**

- A. The Service Provider shall be responsible for providing health care services for ICE detainees at the Facility, including: on-site sick call, over the counter medication and routine drugs and medical supplies.
- B. In the event of an emergency, the Service Provider shall proceed immediately with necessary medical treatment. In such event, the Service Provider shall notify ICE



immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided. The costs of all emergency medical services provided off-site will be the responsibility of IHSC and at no time shall the Service Provider incur any financial liability related to such services.

- C. A true copy of a detainee's medical records shall be transferred with the detainee.
- D. The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement.
- E. The Service Provider shall ensure that onsite medical and health care coverage is available for all ICE detainees at the Facility twenty-four (24) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.
- F. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility local health authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, if there are any.
- G. Onsite health care personnel shall perform initial medical screening within (12) hours of arrival to the Facility. Sick call coverage, provision of over-the-counter medications, treatment of minor injuries, treatment of special needs and mental health assessments shall be available to the detainees. Arrival screening shall include, at a minimum, Tuberculosis (TB) symptom screening, planting of the TB skin test (PPD), or chest x-ray, and recoding the history of past and present illnesses (mental and physical, pregnancy status, history of substance abuse).
- H. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and provide custody oversight and medication as needed.
- I. A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival. Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care.
- J. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify ICE. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

- K. The ICE Health Services Corps (IHSC) acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request, except where prohibited by federal or state law or regulation. The Service Provider shall submit a Treatment Authorization Request (TAR) to IHSC for payment before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, prosthetics, and dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical/health services to IHSC. For medical care provided outside the Facility, the IHSC may determine that an alternative medical provider or institution more aptly meets the needs of ICE and the detainee. The Service Provider shall send requests for pre-approval for non-emergency off-site care electronically to the following address <http://www.inshealth.org/ManagedCare/MCForms.shtm>. Payment for all off-site medical care services will be made by IHSC directly to the offsite medical providers.
- L. The Service Provider shall furnish twenty-four (24) hour emergency medical care and facility emergency evacuation procedures. In an emergency, as determined by the Service Provider, the Service Provider shall obtain the medical treatment required. The Service Provider shall have access to an off site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the organization listed below as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization for payment from the IHSC Managed Care Coordinator for service(s) beyond the initial emergency situation. Payment for all offsite medical services for the initial emergency need and for medical care required beyond the initial emergency situation will be made by IHSC directly to the medical provider(s).

IHSC Managed Care Coordinators  
ICE Health Services Corps  
1220 L Street, NW, Suite 500  
Washington, DC, 20005-4018  
Phone: (888) 718-8947  
Fax: (202) 732-0119

- M. The Service Provider shall allow IHSC Managed Care Coordinators or any ICE personnel reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i).
- N. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its subcontractor/vendor upon request from the Contracting Officer's Technical Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody



of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

1. The provision of health care to such individuals;
  2. The health and safety of such individual or other inmates;
  3. The health and safety of the officers or employees of or others at the correctional institution;
  4. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
  5. Law enforcement on the premises of the correctional institution; and
  6. The administration and maintenance of the safety, security, and good order of the correctional institution.
- O. The Service Provider shall direct offsite medical providers to submit all claims for authorized medical care are to be submitted to the following address:

HIS VA Financial Services Center  
PO Box 149345  
Austin TX 78714-9345  
(800) 479-0523

- P. The ICE Health Services Corps (IHSC) provides limited prescription drug coverage for individuals in the custody of ICE.

Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

1. The Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # IHSC assigned by Script Care Network to designate this is an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that this is an ICE detainee.
2. The pharmacy shall run the prescription through the Script Care network for processing.
3. Formulary prescription will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
4. Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, because non-formulary medications require prior authorization the pharmacy will receive a rejection indicating prior authorization is required. At that point the custodial facility will fax to Script Care the Drug Prior Authorization Request Form to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call

indicating the prescription has been approved. Non-Formulary urgent request must be submitted in the above manner except an X should be placed on the form in the space for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

## **Article 7. No Employment of Unauthorized Aliens**

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, ICE detainees shall not be required to perform manual labor.

## **Article 8. Employment Screening Requirements**

- A. General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.
- B. Employment Eligibility: Screening criteria that may exclude applicants from consideration to perform under this agreement includes:
  - 1. Criminal conduct, either as substantiated by convictions or independent evidence.
  - 2. Misconduct or negligence in employment.
  - 3. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
  - 4. Alcohol abuse, without evidence of rehabilitation, of a nature and duration that suggests that the applicant would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or others.
  - 5. Falsification and/or omission of pertinent information to influence a favorable employment decision.
  - 6. Dishonest conduct, to include failure to honor just debts.
  - 7. National security concerns.
  - 8. Any other legitimate nondiscriminatory reason that DHS or its components find would adversely effect the efficiency of the service.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

The Service Provider shall certify that each employee working on this Agreement has a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.



- C. Suitability Determination : DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted Government facility and/or sensitive Government information access for Service Provider employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable Entry-On-Duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the agreement. No employee of the Service Provider shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Service Provider shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Service Provider employees assigned to the Agreement not needing access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.
- D. Background Investigations : If the Service Provider is a law enforcement agency of a city, county or State, and if employment screening of the Service Provider is acceptable to ICE as a substitute for the requirements below, the Service Provider shall certify to the Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Service Provider employees (to include applicants, temporaries, part-time and replacement employees) under the Agreement, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the agreement. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Service Provider employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Service Provider employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than five (5) days before the starting date of the Agreement or five (5) days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions." Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)
2. FD Form 258, "Finger print Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to Providers as well)
6. Authorization for Release of Medical Information

Required forms will be provided by DHS at the time of award of the agreement. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the agreement.

Be advised that unless an applicant requiring access to sensitive information has resided in the United States for three (3) of the past five (5) years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this Agreement for any position that involves access to, development of, or maintenance to any DHS IT system.

- E. Continued Eligibility: If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Service Provider that the employee shall not continue to work or to be assigned to work under the Agreement.

The OPR-PSU may require drug screening for probable cause at any time and/or when the Provider independently identifies circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every five (5) years.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Service Provider employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS



determines to present a risk of compromising sensitive Government information to which he or she would have access under this Agreement.

The Service Provider will report any adverse information coming to their attention concerning Service Provider employees under the Agreement to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within 5 days of occurrence. The Provider will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

- F. Employment Eligibility: Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility Verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

Each employee working on this contract shall have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the Contractor, or under this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

- F. Security Management: The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements

under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this IGSA, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the "Department."

- G. Information Technology Security Clearance: When sensitive Government information is processed on Department telecommunications and automated information systems, the Service Provider agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub.* or its replacement. Service Provider personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Service Providers who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

- H. Information Technology Security Training and Oversight: All Service Provider employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Service Providers who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Service Providers, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).



## **Article 9. Period of Performance**

This Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 120 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article 11. If this Agreement is terminated by either party under this Article, ICE will be under no financial obligation for any costs after the date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

## **Article 10. Inspections, Audit, Surveys, and Tours**

- A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.
- C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to any other provisions in this Agreement.
- D. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service Provider shall cooperate fully with the Detention Service Manager (DSM).
- E. Access to Detainee and Facility Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Articles VI. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the

Service Provider's custody. This right of access specifically applies to all inspections and other Facility reports.

## **Article 11. Modifications and Disputes**

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.
- B. Change Orders:
1. The Contracting Officer may under at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
    - (a) Description of services to be performed, including revisions to the applicable Detention Standards.
    - (b) Place of performance of the services.
  2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
  3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
  4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
  5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.
- C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.



## Article 12. Adjusting the Bed Day Rate

ICE will reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law (see Article 19). After thirty-six (36) months, the Service Provider may request a rate by accessing the link at <https://edes.usdoj.gov/igaice/> for access to the ICE Automated Intergovernmental Agreement (eIGA) System for instructions on preparing your Jail Operating Expense Information Form. There is a Facility Guide available on the website to assist you. The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by the information submitted through the eIGA System, the fixed bed day rate as stated in this Agreement will be in place indefinitely.

ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As the bed day rate is fixed, there are no retroactive adjustment(s).

## Article 13. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Consolidated Invoicing: The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

- 1. By mail:

DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: ICE-ERO-FOD-FLS

2. By fax: (include a cover sheet with point of contact and number of pages) 802-288-7658

3. By e-mail:

(b)(6);(b)(7)(C)

Invoices submitted by other than these three methods will be returned. The Service Provider's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;
14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.

**Items 1 through 14 above shall be included in the invoice. Invoices without the above information may be returned for resubmission.**

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the Burlington Finance Office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, constitutes the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act provided the Service Provider maintains an active registration in Central Contractor Registration (CCR) and all information is accurate.



#### **Article 14. ICE Furnished Property**

- A. ICE Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all ICE furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the Facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any ICE property immediately to ICE.

#### **Article 15. Hold Harmless Provisions**

Unless specifically addressed by the terms of this Agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified. The Service Provider will be held harmless for any injury, damage or loss to persons or property caused by an ICE employee arising in the performance of this Agreement.
- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State tort claims act. ICE will promptly notify the Service Provider of any claims filed against any of Service Providers employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall furnish to

ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

#### **Article 16. Financial Records**

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE will apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

#### **Article 17. Transportation**

- A. All transportation of ICE detainees shall be conducted in accordance with the ICE 2008 PBNDS.
- B. In the event of transportation services involving distances that exceed a twelve (12) hour workday to complete, the Service Provider shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate for the transportation officer position specified in Article I. C., Rates. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
- C. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Service Provider personnel provided in the other areas of this Agreement. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and



the state Department of Motor Vehicles (DMV) (or Motor Vehicles Department (MVD)) Medical Certification.

- D. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COTR or designated ICE official. A (b)(7)(E) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices shall perform transport services.
- E. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An officer or officers shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The number of escorts will be determined by the COTR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.

The Service Provider shall, upon order of the COTR, or upon its own decision in an urgent medical situation with notification to the COTR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Provider shall then return the detainee to the Facility.

- F. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- G. Service Provider Furnished Vehicles: If the Service Provider is to use its own vehicles, the following requirements apply to this agreement.
1. The Service Provider shall not allow employees to use their personal vehicles to transport detainees.
  2. The Service Provider shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.
  3. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.

4. Nothing in this Agreement shall restrict the Service Provider from acquiring additional vehicles as deemed necessary by the Service Provider at no cost to the Government.

H. Government Furnished Vehicles: If ICE authorizes the Service Provider to use Government furnished vehicles, the following requirements apply to this agreement.

1. If ICE chooses to authorize Service Provider employees to operate Government furnished vehicles, the Government will provide the Service Provider with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE Designated Facilities (see Route List or Analysis), or alternative transportation sites, in support of ERO transportation needs under this Agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.
2. The Service Provider agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Service Provider, its employees and or persons acting on behalf of the Service Provider. The Service Provider shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Service Provider agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.
3. In addition, the Service Provider agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the Service Provider, agents, or other persons acting on behalf of the Service Provider. The Service Provider agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the Service Provider employees or agents; the Service Provider agrees to reimburse ICE for said settlement or adverse judgment.
4. In order for ICE to maintain accurate fleet records of the transportation services, the Service Provider officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used. The form that is required is the Official Detail Form (formerly G-391). This form is to be filled out at the beginning of each shift. At the end of a shift, the form is to be provided to the ICE Shift Supervisor with a copy to the COTR. The Service Provider shall keep the original for three years. The form is Attachment 8 to this Agreement.
5. The COTR will provide forms to the Service Provider to request and authorize routine maintenance of vehicles.



6. The Service Provider shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.
  7. The Government will provide instruction on the proper use of the Fleet Card to all Service Provider personnel responsible for the operation of any Government Vehicle. The instruction will be in accordance with the DHS Fleet Card Manual (Attachment 6).
  8. A list of the Government vehicles authorized for use by the Service Provider is found as Attachment 7.
- I. Training and Compliance: The Service Provider shall comply with ICE transportation standards <http://www.ice.gov/partners/dro/PBND/index.htm> related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
  - J. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
  - K. When the COTR provides documents to the Service Provider concerning the detainee(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
  - L. The Service Provider shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.
  - M. Failure on the Service Provider's part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance.
  - N. Armed Transportation Officers: All transportation Detention Officers shall be armed in the performance of these duties.
  - O. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.
  - P. Anticipated Transportation Routes: The following transportation routes and/or destinations are anticipated requirements for this Agreement. The following requirements are **one way routes from the Facility**. Mileage may vary from the table

depending on the starting point of the destination. These routes are not all inclusive and should not be limited to the following:

<b>Mileage From York Facility</b>	<b>Locations</b>	<b>City</b>	<b>Frequency per week</b>
174	201 Varick Street	New York, NY	5 X
52	Baltimore Field Office 31 Hopkins Plaza,	Baltimore, MD	2 X
153	P.O .Box 200 Camp Hill	Dover, DE	1X
108	Washington 2675 Prosperity Ave	Fairfax, VA	1X
150	Pike County Jail 175 Pike County Blvd.	Lords Valley, PA	1X
167	Cambria County Prison 425 Manor Drive	Ebensburg, PA	1X
215	Boston Meet & Greet 1201 Union Ave.	Newburg, NY (WalMart)	2X
97	Philadelphia Field Office 1600 Callowhill Street	Philadelphia, PA	2X
128	Fox Rd	Dover DE	5X
140	Clinton County 419 Shoemaker Rd	Lock Haven, PA	1X
195	JFK Airport / Depart Belt Park Way	New York, NY	2X
109	Dulles Airport / Depart 495 Beltway	Washington, DC	2X
170	Newark Airport / Depart RT -81 N	Washington, DC	2X
187	New York Consulate	Manhattan, NY	1X

#### **Article 18. Contracting Officer's Technical Representative (COTR)**

- A. The COTR will be designated by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Service Provider believe it has received direction that is not within the scope of the agreement; the Service Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within the scope.



## **Article 19. Labor Standards and Wage Determination**

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 2. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 3 - Wage Determination)

## **Article 20. Notification and Public Disclosures**

Information obtained or developed as a result of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this IGSA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the IGSA or any information relating to, or exchanged under, this IGSA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this IGSA when requested. ICE understands that this IGSA will become a public document when presented to the Service Provider's governing body for approval.

## **Article 21. Incident Reporting**

The COTR shall be notified immediately in the event of all serious incidents. The COTR will provide after hours contact information to the Service Provider at the time of award.

Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/ protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a community hospital;

witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

## **Article 22. Detainee Privacy**

The Service Provider agrees to comply with the Privacy Act of 1974 (“Act”) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Service Provider is considered to be an employee of the agency.

1. “Operation of a system of records,” as used in this Article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
2. “Record,” as used in this Article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
3. “System of records on individuals,” as used in this Article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

## **Article 23. Zero Tolerance for Sexual Harassment, Abuse, and Assault**

ICE has a zero tolerance standard regarding rape and sexual assault in the Facility. The Service Provider shall affirmatively act to prevent sexual abuse and assaults on detainees. Every allegation will be reviewed, and, where warranted, referred for criminal prosecution consistent with a zero-tolerance standard.



## Article 24. Detainee Telephone Services (DTS)

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2008 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.
- D. For **shared** Facilities: ICE recognizes the Service Provider may have an existing contract with a Telecommunications Company to provide telephone service to ICE detainees and other inmates. ICE requires the Service Provider to require the Telecommunications Company to provide connectivity to the DTS Contractor for detainee pro bono telephone calls. Additionally, ICE requires that the Service Provider or their Telecommunications Company provide that ICE detainees have direct access to the DTS Contractor for collect and prepaid calls. This shall occur at the expiration of any current contract with a Telecommunications Company. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services to ICE detainees. The Service Provider (and the Telecommunications Company) shall make all arrangements with the DTS Contractor independently from this Agreement. The DTS Contractor shall be responsible for the costs incurred to provide the pro bono services, and the maintenance and operation of the system, including a standard compensation to the Telecommunications Company. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- E. For **dedicated** Facilities: The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Service Provider shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Service Provider. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the

system. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

- F. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2008 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COTR or ICE designee of any inoperable telephones.

G. DTS Contractor Information:

Talton Communications  
910 Ravenwood Dr.  
Selma, AL 36701

(b)(6);(b)(7)(C)

Customer Relations Manager  
(334) 375 (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

Operations Manager  
(334) 375 (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. PXXXXX <b>P00001</b>	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE Detention Management Contracts Immigrations and Customs Enforcement/ Office of Acquisition Management 801 I Street NW, Suite <b>(b)(6)</b> Washington, DC 20536	CODE	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) ICE Detention Management Contracts Immigrations and Customs Enforcement/ Office of Acquisition Management 801 I Street NW, Suite <b>(b)(6)</b> Washington, DC 20536	CODE	ICE/DM/DC
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) <b>(b)(6);(b)(7)(C)</b> 3400 Concord Road York, PA. 17408		<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <input type="checkbox"/> 9B. DATED (SEE ITEM 11)  <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HSCEDM-12-IG349 ERO16SA-11-0007</b>  <input type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/06/2012		
CODE:	FACILITY CODE:			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required) See Schedule	
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14</b>	
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties
E. IMPORTANT: Contractor <input type="checkbox"/> is NOT <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.  The purpose of this modification is to incorporate ICE 2011 Performance Based Detention Standard 2.11 - Sexual Abuse and Assault Prevention and Intervention.  Should there be a conflict with between this standard and any other term and condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification.  All other terms and conditions remain unchanged.  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
<b>(b)(6);(b)(7)(C)</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER <b>(b)(6);(b)(7)(C)</b>
<b>(b)(6);(b)(7)(C)</b>	15C. DATE SIGNED <b>9/19/12</b>
	16C. DATE SIGNED <b>09 OCT 2012</b>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF YORK COMMISSIONERS OFFICE 28 E MARKET ST RM 216 YORK PA 174011501		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 0816135640000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0007/		10B. DATED (SEE ITEM 13) 09/29/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Bilateral Modification; Incorporate Attachment A

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 081613564

The purpose of this modification is to incorporate the ICE and Executive Office of Immigration Review (EOIR) office space provision and rental rates.

Please see Attachment A entitled, "ICE and EOIR."

Exempt Action: Y

All other terms and conditions remain unchanged.

(b)(6),(b)(7)(C)		Document referenced in Item 9A or 10A, as (b)(6),(b)(7)(C)	
16C. DATE SIGNED 4/10/13		16D. SIGNED 2013	

FORM 7000-113-0070  
Previous edition unusable

Prescribed by GSA  
FAR (48 CFR) 53.243



**Attachment A-ICE and EOIR**

The purpose of this modification is to incorporate the ICE and Executive Office of Immigration Review (EOIR) office space provision and rental rates.

Article 25 is hereby incorporated into the IGSA. Article 1 is revised below.

**Article 1. Purpose**

- C. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate for 950 detainees. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate

\*Escort Services at Regular Rate

\*Escort Services at Overtime Rate

\*Stationary Guard at Regular Rate

\*Stationary Guard at Overtime Rate

\*Transportation Mileage rate

(b)(7)(E)  
\$ [REDACTED] per detainee  
\$ [REDACTED] per hour  
\$ [REDACTED] per hour  
\$ [REDACTED] per hour  
\$ [REDACTED] per hour

In accordance with the most current GSA reimbursable mileage rate

Detainee Work Program Reimbursement

\$ (b)(7)(E) per day

\* See Article 17

**Rental Rates for Article 25**

The following rates will take effect on the dates indicated and shall remain in effect as follows:

Period	Square Feet	Amount per SF	Annual Amount	Monthly Amount
5/1/2013 – 4/30/2014	34,345	(b)(7)(E)	[REDACTED]	\$74,860.86
5/1/2014 – 4/30/2015	34,345	[REDACTED]	[REDACTED]	\$76,358.08
5/1/2015 – 4/30/2016	34,345	[REDACTED]	[REDACTED]	\$77,885.24
5/1/2016 – 9/28/2016	34,345	[REDACTED]	[REDACTED]	\$79,442.94

**Article 25. Provision of Space to DHS and Executive Office of Immigration Review (EOIR)**

- A. Service Provider Responsibilities. The Service Provider shall provide suitable, office and administrative space, court and storage space for use by DHS and affiliated personnel. The Services Provider shall provide the square feet of space shown in the table below. The annual amount of payment and the monthly payment are identified in Article I. Monthly invoices shall

clearly identify this charge as administrative space charges. The Service provider shall equip the office and administrative space furnished to DHS and EOIR with a telephone system compatible with the federal telephone network.

Services include: Insurance, sewer, and refuse removal, heat, cooling, electricity, maintenance and repairs, janitorial service, janitorial supplies, pest extermination, parking, lawn maintenance, snow removal, reserves, management, security personnel monitoring 24/7/365. Provision of magnetic unit for screening.

Space	SQ FT	Percent	Rentable
ICE Space in Section A (EOIR, OPLA, BRO) *	24,590	100%	(b)(7)(E)
Lobby in Section A - Joint Use	1,267	50%	
M-Block Office Space**	4,657	92%	
M-Block Corridors/ Entry	2,104	100%	
M-Block Upstairs Office	400	100%	
2 Kitchen Offices	320	100%	
Annex 2 <sup>nd</sup> floor	2,000	100%	
Total:	35,338		34,345

\*Includes former Storage Room A121 now part of EOIR court spaces.

\*\*County mail personnel occupy 360 sq. ft. of front portion of this space.

- B. Federal Government Responsibilities. The DHS will incur the costs of installing computer cabling, telephone lines and any additional telephone trunk lines and telephone switch, equipment, which may be required. The DHS will be responsible for payment of DHS long-distance telephone bills for DHS staff.
- C. Terms of Occupancy: In accordance with the period of performance stated in Article 9.
- D. Rental rates: In accordance with the rates stated in in Article 1.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); (b)(7) WASHINGTON DC 20536		CODE ICE/DCR		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); (b)(7) Washington DC 20536		CODE ICE/DCR	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  COUNTY OF YORK COMMISSIONERS OFFICE 28 E MARKET ST RM 216 YORK PA 174011501		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0007/	
CODE 0816135640000		FACILITY CODE		10B. DATED (SEE ITEM 13) 09/29/2011	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 081613564 CONTACT INFORMATION COR: (b)(6);(b)(7)(C) 215-239 (b)(6);(b)(7)(C) Program Office: (b)(6);(b)(7)(C) 215-656 (b)(6);(b)(7)(C) Contract Specialist: (b)(6);(b)(7)(C) 202-732 (b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) 202-732 (b)(6);(b)(7)(C)					
The purpose of this modification is to extend the Period of Performance (PoP) of Base IGSA EROIGSA-11-0007 to 12/31/2016. Exempt Action: Y Period of Performance: 09/29/2011 to 12/31/2016 Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16C. DATE SIGNED 8/15/16	
NSN 7540-01-152-8070 Previous edition unusable		BOARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EROIGSA-11-0007//P00006	2	2

NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF YORK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions of EROIGSA-11-0007 remain unchanged.				



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6)(C) WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (if other than item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6)(C) Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (p/s, street, county, State and ZIP Code) COUNTY OF YORK COMMISSIONERS OFFICE 28 E MARKET ST RM 216 YORK PA 174011501		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0007/	
		10B. DATED (SEE ITEM 13) 09/29/2011	
CODE 0816135640000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	EROIGSA-11-0007, Article 11(B)-Change Orders

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 081613564

CONTACT INFORMATION

COR: (b)(6)(b)(7)(C) 215-239-(b)(6)(C)  
 Program Office: (b)(6)(b)(7)(C) 215-656-(b)(6)(C)  
 Contract Specialist: (b)(6)(b)(7)(C) 202-732-(b)(6)(C)  
 Contracting Officer: (b)(6)(b)(7)(C) 202-732-(b)(6)(C)

The purpose of this modification is to:

- Revise the bed day rate as follows:  
 a. January 1, 2017-December 31, 2017: (b)(7)(E) bed day  
 Continued ...

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)(b)(7)(C) P Commissioner	
15C. DATE SIGNED 12/29/16	16C. DATE SIGNED 12/23/16

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EROIGSA-11-0007//P00007	PAGE 2 OF 2
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NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF YORK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. January 1, 2018-December 31, 2018: (b)(7)(E) bed day (York County will submit justification to CO for this 2% increase prior to the effective date of the rate to demonstrate how costs have increased by a minimum of 2%)</p> <p>c. January 1, 2019-December 31, 2019: (b)(7)(E) bed day (York County will submit justification to CO for this 2% increase prior to the effective date of the rate to demonstrate how costs have increased by a minimum of 2%)</p> <p>2. Extend the period of performance of the IGSA to December 31, 2019;</p> <p>3. Revise the rental rate agreement as stated in EROIGSA-11-0007, P00002, Attachment A-Article 25 to \$(b)(7)(E) per year to account for officers to provide courtroom security while court is in session (previously billed to ICE through the transportation bill); and</p> <p>4. Incorporate DHS PREA Standards (see attached).</p> <p>Exempt Action: Y Period of Performance: 09/29/2011 to 12/31/2019 All other terms and conditions of EROIGSA-11-0007 remain unchanged.</p>				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DCR		7. ADMINISTERED BY (If other than Item 6) ICE/DCR	
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6);(b)(7)(C) WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6);(b)(7)(C) Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  COUNTY OF YORK COMMISSIONERS OFFICE 28 E MARKET ST RM 216 YORK PA 174011501		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0007/			
		10B. DATED (SEE ITEM 13) 09/29/2011			
CODE 0816135640000		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 081613564

**CONTACT INFORMATION**

COF (b)(6);(b)(7)(C), 215-239 (b)(6);  
Program Office: (b)(6);(b)(7)(C) 215-658 (b)(6);(b)(7)(C)  
Contract Specialist: (b)(6);(b)(7)(C) 202-732 (b)(6);(b)(7)(C)  
Contracting Officer: (b)(6);(b)(7)(C) 202-732 (b)(6);(b)(7)(C)

The purpose of this modification is to incorporate the most recent DOL area wide wage determination, 2015-4246, revision 1, 02/14/2017, in accordance with Service Contract Labor Standards.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	
		16C. DATE SIGNED 3/21/2017	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-11-0007//P00008PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF YORK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Attachment A. Exempt Action: Y Sensitive Award: SPII Period of Performance: 09/29/2011 to 12/31/2019  All other terms and conditions of EROIGSA-11-0007 remain unchanged.				



# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/29/2011		2. CONTRACT NO. (If any) EROIGSA-11-0007/		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6),(b)(7)(C) Washington DC 20536				b. STREET ADDRESS	
				c. CITY	d. STATE e. ZIP CODE
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR COUNTY OF YORK				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS COMMISSIONERS OFFICE 28 E MARKET ST RM 216				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY YORK		e. STATE PA	f. ZIP CODE 174011501		
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination		Multiple		

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 081613564  Note: "/" notation after IGSA number in block 2 is because the base PRISM IGSA was created as a reconstruct. Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME		DHS, ICE				\$0.00
	b. STREET ADDRESS (or P.O. Box)		Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FPA				\$0.00
c. CITY		d. STATE	e. ZIP CODE				17(i) GRAND TOTAL
Williston		VT	05495-1620				

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed)	
(b)(6),(b)(7)(C)		(b)(6),(b)(7)(C)	
12/4/12		TITL...ERING OFFICER	

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PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 4/2006)  
Prescribed by GSA/FAR 48 CFR 53.213(e)

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/29/2011

EROIGSA-11-0007/

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Program POC: N (b)(6),(b)(7)(C) - 215-656-7140 ext (b)(6)</p> <p>ICE COTR: Anna Steinbacher - 215-239- (b)(6)</p> <p>Contracting Officer: T (b)(6),(b)(7)(C)</p> <p>202-732- (b)(6),(b)(7)(C)</p> <p>Contract Specialist: (b)(6),(b)(7)(C)</p> <p>202-732- (b)(6),(b)(7)(C)</p> <p>This is a newly established Intergovernmental Service Agreement (IGSA) between ICE and the York County Correctional Facility (PA) for the detention and care of aliens.</p> <p>Please see attached supporting documents for a copy of the executed IGSA.</p> <p>Exempt Action: Y</p> <p>Period of Performance: 09/29/2011 to 09/29/2016</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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OPTIONAL FORM 348 (Rev. 4/2006)

Prescribed by GSA FAR (48 CFR) 53.213(f)

2018-ICLI-00040 1832



(b)(6),(b)(7)(C)

**From:** DFC, ICE-CONTRACTUAL-OBLIGATIONS  
**Sent:** Tuesday, September 03, 2013 10:06 AM  
**To:** (b)(6),(b)(7)(C)  
**Cc:** OAQ Obligations; Obligations, DM; ERO CONTRACT MANAGEMENT  
**Subject:** FW: EROIGSA-11-0007, P00003: IMPORTANT  
**Attachments:** EROIGSA-11-0007 P00003.pdf  
  
**Importance:** High  
  
**Categories:** IMPORTANT

Transaction Number is (b)(6),(b)(7)(C)

The Obligation Management Team has entered the obligation of the attached award document in FFMS in accordance with the obligations processing procedure set forth on the Office of Acquisition Management web site  
(b)(7)(E)

HELP US SUPPORT YOU BETTER – TELL US HOW WE ARE DOING!

Please go to <http://www.acqsolinc.com/ice/customersurvey/introduction.cfm> to give us feedback on how well we met your needs when making this award.

If you have question concerning the award document contact the Contract Specialist listed on the award document.

For questions concerning the obligation in FFMS, please contact:

(b)(6),(b)(7)(C) at 214-915-(b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) at 214-915-(b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) at 214-915-6 (b)(6),(b)(7)(C)

PLEASE DO NOT REPLY TO THIS EMAIL.

Mats Persson  
Director  
Office of Financial Management

---

**From:** (b)(6),(b)(7)(C)  
**Sent:** Wednesday, August 28, 2013 11:23 AM  
**To:** DFC, ICE-CONTRACTUAL-OBLIGATIONS  
**Cc:** Obligations, DM; OAQ Obligations; ERO CONTRACT MANAGEMENT  
**Subject:** EROIGSA-11-0007, P00003: IMPORTANT  
**Importance:** High

Hello,

Please process the attached Modification. There is no requisition associated with the action.

**NOTE:** The BASE IGSA is identified as "EROIGSA-11-0007/" in Prism.

Thank you.

(b)(6),(b)(7)(C)

**Detention Management (DM)- DC | Contracting Officer**  
DHS | U.S. ICE | Office of Acquisition Management (OAQ)  
Phone: 202-732-(b)(6),(b)(7)(C) Fax: 202-732-7369  
Blackberry: 202-253-(b)(6),(b)(7)(C)  
Email: (b)(6),(b)(7)(C)@v

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6) Washington DC 20536		CODE ICE/DM/DC-DC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6) Washington DC 20536		CODE ICE/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF YORK COMMISSIONERS OFFICE 28 E MARKET ST RM 216 YORK PA 174011501		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0007/	
				10B. DATED (SEE ITEM 13) 09/29/2011	
CODE 0816135640000		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification: Incorporate updated invoicing instructions

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 081613564

Field Office POC: (b)(6),(b)(7)(C)  
610-396 (b)(6),(b)(7)(C)

Program Office: (b)(6),(b)(7)(C) 215-656 (b)(6),(b)(7)(C)

Contracting Officer: (b)(6),(b)(7)(C) 202-732-(b)(6),(b)(7)(C)

Contract Specialist: (b)(6),(b)(7)(C) 202-732-(b)(6),(b)(7)(C)

The purpose of this modification P00003 is to incorporate the updated invoicing instructions for IGSA No. EROIGSA-11-0007 (identified in PRISM as "EROIGSA-11-0007").

Note: No G-514 or funding document is associated with this modification. As a result of Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16C. DATE SIGNED 8/28/13	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EROIGSA-11-0007//P00003

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR

COUNTY OF YORK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this change, the overall contract value and period of performance remain unchanged.</p> <p>Exempt Action: Y Period of Performance: 09/29/2011 to 09/28/2016 Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>Invoice.Consolidation@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO-FOD-FPA Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&amp;B) DUNS Number must be registered in the System for Award Management (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government</p> <p>Continued ...</p>				



NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF YORK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&amp;B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officers Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractors cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF YORK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services:</p> <p>(1) Bed day rate;</p> <p>(2) Residents/detainees check-in and check-out dates;</p> <p>(3) Number of bed days multiplied by the bed day rate;</p> <p>(4) Name of each detainee;</p> <p>(5) Residents/detainees identification information</p> <p>(iv). Transportation Services:</p> <p>(1) The mileage rate being applied for that invoice.</p> <p>(2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services:</p> <p>(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges:</p> <p>The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth,</p> <p>Continued ...</p>				



NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF YORK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:  Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately.  Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.  Use shredders when discarding paper documents containing Sensitive PII.  Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf</a> for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-(b)(6),(b)(7)(C) or by e-mail at OCFO.CustomerService@ice.dhs.gov</p>				

(b)(6);(b)(7)(C)

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**From:** DFC, ICE-CONTRACTUAL-OBLIGATIONS  
**Sent:** Monday, September 09, 2013 4:17 PM  
**To:** (b)(6);(b)(7)(C)  
**Cc:** OAQ Obligations; Obligations, DM; ERO CONTRACT MANAGEMENT (b)(6);(b)(7)(C)  
**Subject:** FW: EROIGSA-11-0007, P00004: URGENT  
**Attachments:** EROIGSA-11-0007 P00004 executed.pdf

**Importance:** High

**Categories:** IMPORTANT

Transaction Number is : 965125.0.4

The Obligation Management Team has entered the obligation of the attached award document in FFMS in accordance with the obligations processing procedure set forth on the Office of Acquisition Management web site

(b)(7)(E)

HELP US SUPPORT YOU BETTER – TELL US HOW WE ARE DOING!

Please go to <http://www.acqsolinc.com/ice/customersurvey/introduction.cfm> to give us feedback on how well we met your needs when making this award.

If you have question concerning the award document contact the Contract Specialist listed on the award document.

For questions concerning the obligation in FFMS, please contact:

(b)(6);(b)(7)(C) at 214-915- (b)(6);(b)(7)(C)  
(b)(6);(b)(7)(C) at 214-915- (b)(6);(b)(7)(C)  
(b)(6);(b)(7)(C) t 214-915- (b)(6);(b)(7)(C)

PLEASE DO NOT REPLY TO THIS EMAIL.

Mats Persson  
Director  
Office of Financial Management

---

**From:** (b)(6);(b)(7)(C)  
**Sent:** Friday, September 06, 2013 2:02 PM  
**To:** DFC, ICE-CONTRACTUAL-OBLIGATIONS  
**Cc:** Obligations, DM; OAQ Obligations; ERO CONTRACT MANAGEMENT; (b)(6);(b)(7)(C)  
**Subject:** EROIGSA-11-0007, P00004: URGENT  
**Importance:** High

\*\*\*\*\*IMPORTANT REQUEST\*\*\*\*\*

NOTE: This contract was reconstructed in Prism as "EROIGSA-11-0007/"

Hello,

Please process the attached Modification. There is no requisition associated but urgent for invoicing purposes (admin space charges).

Thank you.

(b)(6),(b)(7)(C)

**Detention Management (DM)- DC | Contracting Officer**

DHS | U.S. ICE | Office of Acquisition Management (OAQ)

Phone: 202-732-(b)(6),(b)(7)(C) Fax: 202-732-(b)(6),(b)(7)(C)

Blackberry: 202-253-(b)(6),(b)(7)(C)

Email: (b)(6),(b)(7)(C)

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1      2	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6),(b)(7)(C) Washington DC 20536		7. ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6),(b)(7)(C) Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  COUNTY OF YORK COMMISSIONERS OFFICE 28 E MARKET ST RM 216 YORK PA 174011501		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0816135640000      FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0007/		10B. DATED (SEE ITEM 13) 09/29/2011	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority) X Bilateral Modification: Establish NTE amount for Verizon phone charges into IGSA					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 081613564					
Field Office POC: (b)(6),(b)(7)(C)					
610-396-(b)(6),(b)(7)(C)					
Program Office: (b)(6),(b)(7)(C) 215-656-(b)(6)					
Contracting Officer: (b)(6),(b)(7)(C), 202-732-(b)(6),(b)(7)(C)					
Contract Specialist (b)(6),(b)(7)(C) 202-732-(b)(6),(b)(7)(C)					
<p>The purpose of this modification P00004 is to establish a not-to-exceed (NTE) amount of \$18,000 (per 12 consecutive months) for Verizon phone services into IGSA No. EROIGSA-11-0007 (identified in PRISM as "EROIGSA-11-0007/"). Monthly invoices shall clearly identify this charge as part of the "Administrative Space Charges" established in P00002.</p> <p>Continued ...</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6),(b)(7)(C) President, Commission			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C) Be		
15C. DATE SIGNED 9/4/13			16C. DATE SIGNED 9/6/13		
NSN 7540-01-152-8070 Previous edition unusable					
Prescribed by GSA FAR (48 CFR) 53.243					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EROIGSA-11-0007//P00004	2	2

NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF YORK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The effective date of this change is July 1, 2013.</p> <p>As a result of this change, the overall contract value and period of performance remain unchanged.</p> <p>Exempt Action: Y Period of Performance: 09/29/2011 to 09/28/2016 All other terms and conditions of EROIGSA-11-0007 remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 8	
2 AMENDMENT/MODIFICATION NO P00005		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ. NO	
5 PROJECT NO (if applicable)		6 ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6)(b)(7)(C) Washington DC 20536		7 ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6)(b)(7)(C) Washington DC 20536	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF YORK COMMISSIONERS OFFICE 28 E MARKET ST RM 216 YORK PA 174011501		(x) 9A AMENDMENT OF SOLICITATION NO		9B DATED (SEE ITEM 11)	
CODE 0816135640000 FACILITY CODE		10A MODIFICATION OF CONTRACT/ORDER NO. EROIGSA-11-0007/		10B DATED (SEE ITEM 13) 09/29/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D OTHER (Specify type of modification and authority) IAW EROIGSA-11-0007: Mutual agreement of both parties

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return \_\_\_\_\_ copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 081613564  
Field Office POC: (b)(6)(b)(7)(C) 717-840 (b)(6)(b)(7)(C)  
Program Office: (b)(6)(b)(7)(C) 215-656- (b)(6)(b)(7)(C)  
Contracting Officer: (b)(6)(b)(7)(C) 202-732- (b)(6)(b)(7)(C)  
Contract Specialist: (b)(6)(b)(7)(C) 202-732- (b)(6)(b)(7)(C)

The purpose of this modification P00005 is to incorporate "ICE 2011 Performance Based National Detention Standard (PBNDS)- 4.6 Significant Self-Harm and Suicide Prevention and Intervention" into IGSA #EROIGSA-11-0007. PBNDS 4.6 is attached to this modification (pages 314-319).

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) (b)(6)(b)(7)(C) County Commissioner		15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)(b)(7)(C)	
15B (b)(6)(b)(7)(C)	15C DATE SIGNED 1/14/14	15C DATE SIGNED 1/14/14	

NSN 7540-01-000-0000  
Previous edition unusable

STANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EROIGSA-11-0007//P00005PAGE OF  
2 8NAME OF OFFEROR OR CONTRACTOR  
COUNTY OF YORK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Should there be a conflict between this standard and any other term and condition of the IGSA agreement identified in Block 10A on this modification, you are to contact the Contracting Officer, (b)(6),(b)(7)(C) for clarification.</p> <p>As a result of this change, the overall contract value and period of performance remain unchanged.</p> <p>Exempt Action: Y Period of Performance: 09/29/2011 to 09/28/2016 All other terms and conditions of EROIGSA-11-0007 remain unchanged.</p>				